



**City of Surprise  
Request for Proposal (RFP)  
Public Safety Exam  
Development and Validation  
COS15-041  
Cover Sheet**

**Finance Department  
Procurement Division**  
16000 N. Civic Center Drive  
Surprise, Arizona 85374  
Phone: (623) 222-3700  
Fax: (623) 222-3701

The City of Surprise is interested in receiving proposals from individuals/firms to develop and implement Public Safety Exams and Promotional Exams. Immediately, the City seeks to develop and implement promotional exams for the Fire Captain, Fire Engineer and Fire Battalion Chief for the City of Surprise Fire Medical Department (COSFMD).

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Proposals must be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals must be completed in ink or typewritten. Offerors must carefully read the entire Request for Proposal package.

Information regarding the requirements of this RFP may be obtained at the Purchasing Division located at 16000 North Civic Center Plaza, Surprise AZ 85374. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise will not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax.

**Please reference COS 15-041 in all your communications to the City.**

Kevin Custer

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Procurement/Senior Buyer



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Development and Validation  
COS15-041  
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**Finance Department  
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Surprise, Arizona 85374  
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**City of Surprise  
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Request for Proposal Schedule**

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## **REQUEST FOR PROPOSAL SCHEDULE**

<b>RELEASE RFP</b>	<b>May 7, 2015</b>
<b>PRE PROPOSAL MEETING</b>	<b>May 14, 2015 at 11:00am Arizona Time</b> Surprise City Hall 16000 N. Civic Center Plaza Surprise, AZ 85374 Check-in at lower level reception desk, North Entrance by the City Cafe
<b>FINAL DATE FOR QUESTIONS</b>	<b>May 18, 2015</b> by 4:00 p.m. (Local Time) Questions will not be accepted after this date and time.
<b>PROPOSAL DUE DATE/TIME</b>	<b>MAY 21, 2015</b> by 4:00 p.m.
Submittals will not be accepted later than 4:00 p.m., (Local Time) at the City of Surprise Procurement Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374	
<b>CONTRACT AWARD</b>	<b>Anticipated May 26, 2015</b>

Direct all questions regarding this Request for **COS15-041** via fax or e-mail to:

Kevin Custer  
Senior Buyer  
City of Surprise  
16000 N. Civic Center Plaza  
Surprise, AZ 85374-7470  
[Kevin.Custer@surpriseaz.gov](mailto:Kevin.Custer@surpriseaz.gov)  
[purchasing@surpriseaz.gov](mailto:purchasing@surpriseaz.gov)  
623-222-3700 purchasing main line  
623-222-3701 purchasing fax

Publication: Arizona Business Gazette  
Date: 5/7/2015, 5/14/2015  
City of Surprise website, <http://www.surpriseaz.gov>



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## OFFER AND ACCEPTANCE

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Procurement Division at the specified location until the date and time cited above. Proposals received by the correct date and time will be publicly opened and the proposal price read. Proposals must be in the actual possession of the City of Surprise Procurement Division on or before the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Surprise Procurement Code. ***Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals must be completed in ink or typewritten. Offerors must carefully read the ***entire*** Request for Proposal Package.

### OFFER

The undersigned hereby offers to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Request for Proposal (including the Instructions to Offeror, Scope of Work, Standard Terms and Conditions, Special Terms and Conditions, and any amendments) except for any written exceptions in the offer. The signature below also certifies his or her understanding that by making this offer, the undersigned will be contractually bound to provide these goods and services if the offer is accepted by the City. The undersigned further certifies that his or her firm \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of Surprise of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Name:		Telephone:	
Company Name:		Fax:	
Address:		Authorized Signature for Offer	
City, St. Zip:		Title:	
Email:			

**All work is to be completed as directed in the Notice to Proceed; otherwise LIQUIDATED DAMAGES under this Contract may apply.**

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City.

		City of Surprise, Arizona.    Effective Date:
		_____ Dana Garr, PROCUREMENT MANAGER
		Approved as to form:
		_____ Misty Leslie, CITY ATTORNEY
City Seal	<u>COS 15-041</u> Contract Number	Awarded on: _____



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## **INSTRUCTIONS**

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### **1. PREPARATION OF PROPOSAL:**

- a) All proposals must be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Faxed or e-mailed proposals will not be considered.
- b) The Offer and Acceptance document must be submitted with an original ink signature by a person authorized to sign the offer.
- c) Erasures, interlineations, or other modifications in the proposal must be initialed in original ink by the authorized person signing the Offer.
- d) If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal will be altered, amended, or withdrawn after the specified proposal due date and time.
- e) Periods of time, stated as a number of days, will be calendar days.
- f) It is the responsibility of all prospective contractors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the proposal due date and time.

### **2. OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for 120 days after the opening time and date.

### **3. INQUIRIES:** Any question related to the Request for Proposal must be directed to the Buyer whose name appears on the cover page. The prospective contractor may not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal number, page, and paragraph number. However, the prospective contractor must not place the Request For Proposal number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request For Proposal due date and time.

### **4. PROSPECTIVE CONTRACTORS CONFERENCE:** A prospective contractor's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine if any action is necessary and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

### **5. LATE PROPOSALS:** Late proposals will not be considered, except as provided by the City of Surprise Procurement Code. A prospective contractor submitting a late proposal will be so notified.



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- 6. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a prospective contractor (or designated representative) may withdraw the proposal in writing and as under the guidelines of the Surprise Procurement Code.
- 7. AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment must be acknowledged by signing and returning the document prior to the specified proposal due date and time.
- 8. VENDOR REGISTRATION:** The successful Contractor must have a completed vendor registration with the City of Surprise Procurement Division.
- 9. AWARD OF CONTRACT:**
  - a. Unless the prospective contractor states otherwise, or unless provided within this Request For Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
  - b. Notwithstanding any other provision of this Request for Proposal, The City expressly reserves the right to:
    - i. Waive any immaterial defect or informality; or
    - ii. Reject any or all proposals, or portions thereof, or
    - iii. Reissue a Request for Proposal.
  - c. A response to a Request for Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's Request for Proposal and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City. A construction contract is formed when accepted by the City, but not finalized until a written Notice to Proceed is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement Contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment (COS Form 300) or a Contract Amendment.
- 10. RESPONSIVE OFFER:** In accordance with the City of Surprise Procurement Code, awards will be made to the lowest responsible and responsive contractor whose proposal conforms in all material respects to the Request for Proposal. A responsible contractor is a contractor determined by the Procurement Manager to have the following qualities:
  - a. The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
  - b. The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
  - c. The equipment, facilities and resources of such capacity and location to enable the contractor to provide the goods and/or services;
  - d. The ability to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
  - e. The quality and adaptability of the materials, supplies or services required or necessary to the particular use;
  - f. The financial resources to perform the Contract.
- 11. PROPOSAL EVALUATION:** Award(s) will be made to the lowest responsible and responsive contractor whose proposal conforms in all material respects to the requirements and criteria set in the



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Request for Proposal. The City will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Price;
- b. Conformity with proposal specifications, terms and conditions, instructions, and any other contractual clauses and/or requirements;
- c. Demonstrated performance and/or rated quality of contractor;
- d. Having legally required licenses, certifications and/or qualifications to perform the Contract;
- e. Cost consideration, contractor's financial capability to perform the Contract, and any other factors that would be advantageous to the City;
- f. Record of past performance and integrity on City and/or other public agency contracts;
- g. References.

**12. CONFIDENTIAL INFORMATION:**

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact will accompany the submission and the information will be identified.
- b. The information identified by the person as confidential will not be disclosed until the Procurement Manager makes a written determination.
- c. The Procurement Manager will review the statement and information and will determine in writing whether the information will be withheld.
- d. If the Procurement Manager determines to disclose the information, the Procurement Manager will inform the Contractor in writing of such determination.

**13. MULTIPLE AWARDS:** The City reserves the right to award contracts to multiple contractors. The actual utilization of any contract will be at the sole discretion of the City.

**14. COST OF PROPOSAL:** The City will not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straight-forward and concise manner.

**15. AFFIRMATIVE ACTION:** It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.





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Scope of Work**

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## **SCOPE OF WORK**

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### **I. BACKGROUND**

The City of Surprise is seeking proposals from qualified offerors for the provision of services to develop and administer a testing process for various positions with the City of Surprise Public Safety Departments in accordance with the Scope of Work herein. The consultant will be expected to work closely with the City of Surprise Fire, Police, and Human Resources Departments. The consultant will be expected to immediately familiarize itself with the operation and policies of the Surprise Fire Medical Department.

The City desires to enter into a long-term agreement with a Consultant/Consulting firm with experience developing promotional processes for public safety entities. The City is seeking specific training and experience in job analysis, development of assessment centers, and knowledge of psychological statistics associated with behavioral based testing including statistical measurement, research methodology, and reliability and validity concepts and procedures.

The immediate need to be addressed upon contract award shall be for the position of Fire Engineer, with the positions of Fire Captain and Fire Battalion Chief being addressed at a later date. The positions are included as attachments:

Attachment A1 – Fire Captain  
Attachment A2 – Fire Engineer  
Attachment A3 – Fire Battalion Chief

### **II. TECHNICAL SPECIFICATIONS AND MINIMUM REQUIREMENTS**

Each promotional process will include a written test or presentation, tactical exercise and assessment center. Candidates will participate in all three components and will not be eliminated based on performance on a single component of the assessment process.

The following elements shall become deliverables for this work:

- A. Update the existing job analysis data for Fire Battalion Chief, Fire Captain and Fire Engineer to identify and document the knowledge, skills, abilities and behaviors necessary at the time of promotion for these positions.
- B. Complete the job analysis and linkages prior to the written test.
- C. Develop a multiple-choice format, technical knowledge oriented written examination for the rank of Fire Engineer and Fire Captain based on job relevant source material provided by the Department for the positions identified in the Request for Proposal.
- D. Develop a presentation scenario based on job relevant source material provided by the Department for the position of Fire Battalion Chief.
- E. For each of the written exams, meet with the City prior to administering the test to review the proposed questions and revise questions as needed, and make recommendations regarding scoring and weighting.
- F. Compile the written test and deliver the required number of test booklets to the City seven days prior to the scheduled test date. Along with the written test, deliver answer sheets and an answer key that identifies, for each question, the correct answer to the question, a reference citation, and the page number of the citation.
- G. Score the written tests and provide the results within four business days of the test date.





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- H. For the assessment center, design exercise material for a sufficient number of situational/job simulation exercises to assess the extent to which candidates possess the required skills, abilities and behaviors. The exercises will simulate critical job tasks that require the demonstration of the performance factors determined to be essential for success on the job.
- I. Include a tactical exercise in the assessment center.
- J. Develop schedules, inspect facilities, orient candidates and develop and deliver one full day of on-site training for assessors prior to the assessment process.
- K. Ensure proper administration and objective, accurate final results of the assessment process by facilitating consensus and monitoring assessor scoring.
- L. Develop and finalize a rank order list of candidates by standardizing, weighting, and combining test scores for the components of the promotional process.
- M. At the completion of each process, receive and respond to all appeals in conformance with Civil Service Rules and the standard operating guidelines for the Surprise Fire Department. Prepare recommendations and defend these recommendations before the Civil Service Commission. If requested by the Civil Service Commission, perform additional research and investigation.
- N. At the conclusion of each test, develop written feedback information for the candidates summarizing numerical results and information regarding performance. Finalize written feedback within four weeks of the test date.
- O. Within eight weeks of the test, provide written documentation of the statistical analysis of the examination results including, but not limited to, demographic data on participants taking the exam, item analysis by race and/or gender groups where feasible, item bias where feasible, adverse impact statistics, test reliability and an analysis of participant scores on the examination.
- P. Include Human Resources staff in all phases of the process for training purposes and for development of professional skills.

### **III. MILESTONES AND COMPLETION TIMELINE**

The City would like a significant portion of the services to be complete by June 30, 2015 and requests that all services be complete prior to September 2015. In your response to this RFP, please indicate how you would be able to meet these proposed milestones and provide your proposed completion timeline for each exam type listed in Attachment A. City will rely on the expertise of the selected consultant to establish realistic timelines for each of these processes and discuss the feasibility or lack of feasibility with the preferred timeline.

- 1. Job Analysis & Development of Reading Source List for Examination Announcement
- 2. Written Test Development
- 3. Written Test Administration
- 4. Assessment Center Development
- 5. Assessment Center Administration
- 6. Candidate Feedback Completed
- 7. Appeals Process Completed

### **IV. RESPONSE REQUIREMENTS**

- 1. Executive Summary & Overall Approach - Summarize your proposal and include your firm's qualifications and contact information. The summary should discuss your overall approach and understanding of identified work.



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2. Consultant Experience & Methodology – Ten (10) or more years of experience in performing services of this nature and scope in a similar sized organization should be described. Identify the individual you propose to assign as principal and any associate(s); include resume for each member. Experience must demonstrate relevant expertise and demonstrate capabilities to perform this work.
3. Pricing Methodology - Provide lump sum pricing per “exam process”. Any expenses that are to be included as part of your proposal must be listed as a separate line item (lump sum amount is acceptable) and must include both the total anticipated expenses to be claimed and nature of the expenses (such as: office supplies, lodging, meals, etc.).
4. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
5. The City requires six (6) printed response copies, unbound, double-sided pages. Staff resumes may be attached to the response.
6. A list of references (including contact name and telephone number) of at least three (3) exam development activities of this size and nature. Municipal references are preferred. The City reserves the right to contact references without prior notification.
7. A statement to the effect that respondent understands and agrees to obtain a City of Surprise business license as a requirement for performing these services. A city business license application can be found at:  
<http://www.surpriseaz.gov/index.aspx?NID=1491>
8. A statement indicating the number of calendar days the proposal shall be valid for (the City’s minimum number of days is 60).

**V. SELECTION AND AWARD**

All interested individuals are requested to provide a response containing all required elements herein to the City of Surprise at the stated address by the deadline given.

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by a selection committee. However, the City reserves the right to split its award, awarding one or more identified exam processes to more than one Consultant based upon the evaluated scoring for each exam type. An optional renewal provision reserving the right to renew the City’s agreement with the selected Consultant(s) may be included providing for three one-year terms.

Upon selection of a Consultant(s), the City intends to enter into an agreement using its standard, Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment B, and shall be incorporated into this RFP by this reference.

<b>Evaluation Criteria</b>	<b>Weight</b>
Proposed Cost (itemized per “exam type”, the City reserves the right to make multiple awards based overall evaluated score)	30pts
Demonstrated Experience & Capability (to perform work outlined in the City’s scope of	50pts



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work and acceptability of Consultant proposed timeline).	
References (relevant examples of recent work product of similar size and nature)	20pts
Total	100pts

The City of Surprise reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Surprise, and the respondents to this request have no appeal rights or procedures guaranteed to them.

**VI. PRICE**

Offerors shall provide a firm, fixed cost proposal for the provision of services as described in the Scope of Work herein. The proposed pricing shall be inclusive of all fees associated with the service, including, but not limited to travel, meals, lodging, printing, telecommunication, postage and photocopying.

Offerors shall provide a detailed breakdown of the components of the proposed fees. This information will be necessary if the scope of the tasks vary during the performance of the contract. The City reserves the right to not award one or more components of the process.

Attach a Summary of Proposed Fees for the following:

FIRE ENGINEER – *PRIORITY BEFORE JUNE 30, 2015*  
FIRE CAPTAIN  
FIRE BATTALION CHIEF

**VII. PRICE AND PROPOSAL ALTERNATIVE:**

Offerors who also provide services for Police Department positions, please provide a summary for consideration for future recruitments. The City may request other services during the term of this agreement at its discretion.

- a. Please provide an overview of the services available for Police Department Public Safety Test Validation.
- b. Provide pricing examples for testing validation services for Police Department Public Safety Validation.



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Experience and References**

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**PRICE SHEET (Please use this price sheet as Attachment A)**

**1. EXPERIENCE**

Indicate which one of the following best describes your company and the number of years in business under the current company name.

CHECK APPLICABLE	DESCRIPTION	YEARS IN BUSINESS

**2. REFERENCES**

List at least three (3) references from municipal, state or county public safety clients.

COMPANY NAME	CONTACT PERSON	TELEPHONE NUMBER	LENGTH OF TIME SERVED	ANNUAL TESTS

**3. CONTRACT**

The City's standard contract template is attached.



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Contact Information**

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**4. SUB-CONTRACTORS APPLICABLE TO CONTRACT**

List any and all sub-vendors you intend to use if awarded.

COMPANY NAME	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER	CATEGORIES OF WORK	% OF WORK

**5. CONTACT INFORMATION**

List your representative for this contract (name, e-mail address, phone, fax, and cell phone numbers).

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**City of Surprise  
Request for Proposal (RFP)  
Mobile Fueling Services  
COS15-008**

**Standard Terms and Conditions**

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**STANDARD TERMS AND CONDITIONS**

- 1. TERM OF CONTRACT:** The contract term will commence upon acceptance of the proposal by the City and will continue for one year, unless terminated, cancelled or extended as otherwise provided herein. Warranties and other provisions may extend beyond the completion of the work, if applicable.
- 2. CONTRACT EXTENSION:** By mutual written contract amendment, the Contract may be extended for supplemental periods up to a contract maximum of sixty (60) months.
- 3. CERTIFICATION:** By signature in the Offer section of the Offer and Acceptance page, the Contractor certifies:
  - a) The submission of the offer did not involve collusion or other anti-competitive practices.
  - b) The Contractor will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, will void the submitted offer or any resulting contracts, and the vendor may be debarred from future procurements.
- 4. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and its council members, officers, boards, commissions, officers, officials, employees, or agent thereof ("Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- 5. INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, will purchase and maintain insurance with companies duly licensed in the State of Arizona and possessing a current A.M. Best, Inc. Rating of A- with policies and forms satisfactory to the City.
  - a) All required insurance must be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.
  - b) The Contractor's insurance will be primary, and any insurance or self-insurance maintained by the City will not contribute to it.



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- c) Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty will not affect coverage afforded under the insurance policies to protect the City.
- d) The insurance policies, except Workers' Compensation, will contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.
- e) The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions will not be applicable with respect to the coverage provided to the City under such policies. The Contractor will be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.
- f) The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City will not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt will not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.
- g) The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, will name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- h) **Required Insurance Coverage:**

Contractor must be insured with the following types and minimum amounts of coverage. If any work is subcontracted, the Contractor must require the Subcontractor to be insured to the same extent as required of the Contractor.

i) **Commercial General Liability**

The policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.





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The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii) **Automobile Liability**

The policy must cover bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

iii) **Workers' Compensation**

Workers' Compensation	Statutory Employers' Liability
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- i) **Certificates of Insurance:** Prior to commencing work under this Contract, Contractor will furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
- j) In the event any insurance policy required by this Contract is written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the Contractor's work, as evidenced by annual certificates of insurance.
- k) If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City no later than fifteen (15) days prior to the expiration date.
- l) All certificates of insurance will be identified with proposal serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate proposal serial number and title.
- m) **Cancellation and Expiration Notice:** Insurance required herein will not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.



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- 6. KEY PERSONNEL:** Contractor must provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. Contractor must agree to assign specific individuals to the key positions.
- 7. ESTIMATED QUANTITIES:** The City makes no commitment of any kind concerning quantities actually required under this Contract.
- 8. GRATUITIES:** The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9. APPLICABLE LAW:** Contractor must abide by and conform to any and all current laws and regulations of the United States, the State of Arizona, the City of Surprise, the Federal Occupational Safety and Health Administration, and any other federal or state laws applicable to this Contract.
  - a) Contractor warrants, for the term of this Contract and for six months thereafter, to have fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.
  - b) This Contract will be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.
  - c) This Contract is subject to the provisions of ARS §38-511; the City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City or any of its departments or agencies, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
  - d) Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.
- 10. ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE:** The Request for Proposal documents, including the executed Offer and Acceptance, Instructions, Scope of Work, Standard Terms and Conditions, Special Terms and Conditions, and any attachments, amendments, or addendums, constitute the entire agreement between Contractor and the City. In the event of a conflict in language between the Request for Proposal and the Contractor's offer, the provisions and requirements in the Request for Proposal will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract will govern in case of conflict with the applicable requirements stated in the Request for Proposal. This



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Contract may be modified only by a written amendment signed by duly authorized persons on behalf of the City and the Contractor. Duly authorized City personnel are the City representative listed on the cover page or the Procurement Manager or delegate. The Contractor will conform to the terms, conditions, specifications and other requirements found within the text of this specific Request for Proposal. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the City, are not applicable to this Contract.

No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract may not be changed, modified or rescinded except by written agreement signed by both Parties. Any attempt at oral modification of this Contract will be void and of no effect.

- 11. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will be physically amended to make such insertion or correction.
- 12. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 13. ASSIGNMENT-DELEGATION:** No right or interest in this Contract will be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor will be made without prior written permission of the City.
- 14. SUBCONTRACTS:** No subcontract will be entered into by Contractor with any other party to furnish any of the material or work specified in this Contract without the advanced written approval of the City. Contractor will itemize all subcontractors that will be utilized on the project. Any substitution of subcontractors by Contractor must be first approved by the City and any cost savings will be reduced from Contractor's proposal amount. All subcontracts must include all the terms and conditions of this Contract which will apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to in this Contract. Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.
- 15. RIGHTS AND REMEDIES:** No provision in this Contract will be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the City's acceptance of and payment for materials or services, will not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 16. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.



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**17. FORCE MAJEURE:** Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented or delayed by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror; hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; failures or refusals to act by a government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party will notify the other party in writing of the delay within forty-eight (48) hours commencement thereof and will specify the causes of the delay. Such notice will be hand delivered or mailed *Certified-Return Receipt* and will make a specific reference to this article, thereby invoking its provisions. The force majeure will be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. The time of completion will be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Force majeure will not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

**18. INDEPENDENT CONTRACTOR:** The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Contract is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued under this Contract and that the Contractor should make arrangements to directly pay such expenses, if any. The City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that it is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits will be the sole responsibility of Contractor.

**19. CANCELLATION:** The City reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of the Contract.

- a) The City will issue written notice to the Contractor for any of the following:



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- i) The Contractor provides material that does not meet the specifications of the Contract;
  - ii) The Contractor fails to adequately perform the services set forth in the Contract;
  - iii) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
  - iv) The Contractor fails to make progress in the performance of the Contract or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.
- b) Upon notice, the Contractor will have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any or all of the following remedies:
- i) Cancel the Contract or any part thereof;
  - ii) Reserve all rights or claims to damages for breach of any covenants of the Contract;
  - iii) Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing will be borne by the Contractor;
- c) In case of default, the City reserves the right to purchase materials or to complete the required work. The City may recover any excess costs from the Contractor by:
- i) Deduction from an unpaid balance;
  - ii) Collection against the proposal and/or performance bond; or
  - iii) Any combination of the above or any other remedies as provided by law.

**20. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

**21. RIGHT TO INSPECT:** The City may, at reasonable times, inspect the place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

**22. WARRANTIES:** Contractor warrants that all material, service, or construction delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City will not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

**23. FINAL INSPECTION:** All materials and services are subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all of the following:





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- a) Waive the non-conformance.
- b) Stop the work immediately.
- c) Bring material into compliance.

- 24. TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service will not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials will fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this will constitute a breach of the Contract as a whole.
- 26. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor will deliver conforming materials in each installment of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, will constitute a breach of the Contract as a whole.
- 27. LICENSES:** Contractor will maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 28. PUBLIC RECORD:** All offers submitted in response to this solicitation will become the property of the City and will become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code and state law.
- 29. ADVERTISING:** Contractor will not advertise or publish information concerning this Contract, without prior written consent of the City.
- 30. NON-APPROPRIATION CLAUSE/FUNDING:** Contractor understands that the continuation of this Contract at any time, but especially after the close of the City's fiscal year, which ends on June 30, will be subject to the City's budget providing for the Contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future; as such assurance would be a legislative and policy determination of the City Council. Should the funding of the Contract not be approved by City Council, City may terminate this Contract. City represents that it intends to pay all monies due, if such funds have been legally appropriated.
- 31. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City of Surprise. The City reserves the right to obtain like goods or services from another source when necessary.
- 32. SAFETY STANDARDS:** All items supplied on this Contract will comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards. The Contractor will be responsible for ensuring that OSHA safety standards are met and acknowledges that Contractor has general supervisory authority over the worksite, including the power to correct safety and health violations. This would include the power to require subcontractors to correct violations of OSHA. Contractor is responsible for how frequently and closely Contractor needs to inspect to meet OSHA standard of reasonable care.



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- 33. PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work. The Contractor further agrees that the City will not be held responsible if any of the quantities will be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same will not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans, and for the prices agreed upon and fixed, or excuse Contractor from any obligations or liabilities, or entitle Contractor to any damage or compensation except as may be provided in this Contract.
- 34. FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the proposal to accommodate for required federal record keeping and necessary pay structures
- 35. COOPERATIVE PURCHASING:** Any contract resulting from this solicitation will be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City will not be responsible for any disputes arising out of transactions made by others.





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## **REFERENCES**

Please list a minimum of three (3) references whom the Procurement Division may contact:

Company:

Contact:

Address:

E-Mail:

Phone:

Company:

Contact:

Address:

E-Mail:

Phone:

Company:

Contact:

Address:

E-Mail:

Phone:



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**Addendum**

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**ADDENDUM**

Contractors are to indicate below any exceptions they have taken to the specifications, scope, or terms:

ATTACH ADDITIONAL SHEETS AS NECESSARY.



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**ADDITIONAL REQUIREMENTS**

- ☐ Attach a copy of any applicable licenses to your proposal submittal.
  
- ☐ Attach a copy of your City of Surprise Business License to your proposal submittal.  
If you do not already hold a City of Surprise Business License, one will be required upon contract award.



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**Attachments A1-A3  
Job Descriptions**

**MBWE / Local Vendor**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes\_\_\_\_\_, No\_\_\_\_\_.

If yes, please provide details and documentation of the certification.

Does your firm have a presence in the City of Surprise?

Yes\_\_\_\_\_, No\_\_\_\_\_.



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**Attachments A1-A3  
Job Descriptions**

A1 – FIRE CAPTAIN JOB DESCRIPTION  
A2 – ENGINEER JOB DESCRIPTION  
A2 – FIRE BATTALION CHIEF JOB DESCRIPTION